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21  
22 **UNITED STATES DISTRICT COURT**  
23 **CENTRAL DISTRICT OF CALIFORNIA**  
24

25 OTTO MONTERROSO, an individual,  
26  
27 Plaintiff,

28 v.

MINKA LIGHTING, LLC, a California  
limited liability company; and DOES 1  
through 20, inclusive

Defendants.

Case No.: 5:25-cv-00681-SB-DTBx

**STIPULATED PROTECTIVE  
ORDER**

Original Complaint: December 30, 2024  
Removed: March 14, 2025

1        1. A. PURPOSES AND LIMITATIONS

2        Discovery in this action is likely to involve production of confidential, proprietary, or  
3        private information for which special protection from public disclosure and from use for  
4        any purpose other than prosecuting this litigation may be warranted. Accordingly, the  
5        parties hereby stipulate to and petition the Court to enter the following Stipulated Protective  
6        Order. The parties acknowledge that this Order does not confer blanket protections on all  
7        disclosures or responses to discovery and that the protection it affords from public  
8        disclosure and use extends only to the limited information or items that are entitled to  
9        confidential treatment under the applicable legal principles. The parties further  
10       acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does  
11       not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth  
12       the procedures that must be followed and the standards that will be applied when a party  
13       seeks permission from the court to file material under seal.

14  
15       B. GOOD CAUSE STATEMENT

16       This action is likely to involve Plaintiff's medical records, including physical and mental  
17       health related evaluations, diagnoses, prognosis, and privileged communications with the  
18       California Employment Development Department and other potential entities relating to  
19       said medical records, evaluations, and determinations, for which special protection from  
20       public disclosure and from use for any purpose other than prosecution of this action is  
21       warranted. Such confidential and proprietary materials and information may also consist  
22       of, among other things, Defendants' confidential business or financial information, or  
23       commercial information (including information implicating privacy rights of third  
24       parties), information otherwise generally unavailable to the public, or which may be  
25       privileged or otherwise protected from disclosure under state or federal statutes, court rules,  
26       case decisions, or common law. Accordingly, to expedite the flow of  
27       information, to facilitate the prompt resolution of disputes over confidentiality of  
28       discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of  
2 such material in preparation for and in the conduct of trial, to address their handling  
3 at the end of the litigation, and serve the ends of justice, a protective order for such  
4 information is justified in this matter. It is the intent of the parties that information  
5 will not be designated as confidential for tactical reasons and that nothing be so designated  
6 without a good faith belief that it has been maintained in a confidential,  
7 non-public manner, and there is good cause why it should not be part of the public  
8 record of this case.

9  
10 **2. DEFINITIONS**

11 2.1 Action: This lawsuit styled as *Otto Monterroso v. Minka Lighting, LLC et al.*,  
12 now pending as U.S.D.C. C.D. Cal. Case No. 5:25-cv-00681-SB-DTB.

13 2.2 Challenging Party: A Party or Non-Party that challenges the designation  
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how it  
16 is generated, stored or maintained) or tangible things that qualify for protection under  
17 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
19 support staff).

20 2.5 Designating Party: A Party or Non-Party that designates information or items  
21 that it produces in disclosures or in responses to discovery as  
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: All items or information, regardless of the  
24 medium or manner in which it is generated, stored, or maintained (including, among other  
25 things, testimony, transcripts, and tangible things), that are produced or generated in  
26 disclosures or responses to discovery in this matter.

1           2.7   Expert: A person with specialized knowledge or experience in a matter  
2   pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
3   expert witness or as a consultant in this Action.

4           2.8   House Counsel: Attorneys who are employees of a party to this Action.  
5   House Counsel does not include Outside Counsel of Record or any other outside  
6   counsel.

7           2.9   Non-Party: Any natural person, partnership, corporation, association, or other  
8   legal entity not named as a Party to this action.

9           2.10   Outside Counsel of Record: Attorneys who are not employees of a party to  
10   this Action but are retained to represent or advise a party to this Action and have appeared  
11   in this Action on behalf of that party or are affiliated with a law firm which has appeared  
12   on behalf of that party, and includes support staff.

13          2.11   Party: Any party to this Action, including all of its officers, directors,  
14   employees, consultants, retained experts, and Outside Counsel of Record (and their support  
15   staffs).

16          2.12   Producing Party: A Party or Non-Party that produces Disclosure or Discovery  
17   Material in this Action.

18          2.13   Professional Vendors: Persons or entities that provide litigation support  
19   services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20   demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
21   their employees and subcontractors.

22          2.14   Protected Material: Any Disclosure or Discovery Material that is designated  
23   as "CONFIDENTIAL."

24   Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing  
25   Party.

26        3. SCOPE

27           The protections conferred by this Stipulation and Order cover not only Protected  
28   Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected  
2 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel  
3 that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

#### 6 7 4. DURATION

8 Once a case proceeds to trial, all of the  
9 information that was designated as confidential or maintained pursuant to this  
10 protective order becomes public and will be presumptively available to all members  
11 of the public, including the press, unless compelling reasons supported by specific  
12 factual findings to proceed otherwise are made to the trial judge in advance of the  
13 trial. *See Kamakana v. City and County of Honolulu*, [447 F.3d 1172, 1180-81](#) (9th  
14 Cir. [2006](#)) (distinguishing “good cause” showing for sealing documents produced in  
15 discovery from “compelling reasons” standard when merits-related documents are  
16 part of court record). Accordingly, the terms of this protective order do not extend  
17 beyond the commencement of the trial.

#### 18 19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection Each  
21 Party or Non-Party that designates information or items for protection under this Order  
22 must take care to limit any such designation to specific material that qualifies under the  
23 appropriate standards. The Designating Party must designate for protection only those parts  
24 of material, documents, items, or oral or written communications that qualify so that other  
25 portions of the material, documents, items, or communications for which protection is not  
26 warranted are not swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
28 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,

1 to unnecessarily encumber the case development process or to impose unnecessary  
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection, that Designating Party must  
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 5.2 Manner and Timing of Designations. Except as otherwise provided in  
7 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
8 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
9 under this Order must be clearly so designated before the material is disclosed or  
10 produced.

11 Designation in conformity with this Order requires:

12 (a) For information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial or trial  
14 proceedings), that the Producing Party affix at a minimum, the legend  
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
16 contains protected material. If only a portion or portions of the material on a page  
17 qualifies for protection, the Producing Party also must clearly identify the protected  
18 portion(s) (e.g., by making appropriate markings in the margins).  
19 A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it  
24 wants copied and produced, the Producing Party must determine which  
25 documents, or portions thereof, qualify for protection under this Order. Then, before  
26 producing the specified documents, the Producing Party must affix the  
27 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
28 portion or portions of the material on a page qualifies for protection, the Producing

1 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
2 markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify  
4 the Disclosure or Discovery Material on the record, before the close of the  
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary and  
7 for any other tangible items, that the Producing Party affix in a prominent place on  
8 the exterior of the container or containers in which the information is stored the  
9 legend "CONFIDENTIAL." If only a portion or portions of the information  
10 warrants protection, the Producing Party, to the extent practicable, shall identify the  
11 protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party's right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

## 18 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
21 confidentiality at any time that is consistent with the Court's Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
23 process under Local Rule 37.1 et seq.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on  
25 the Designating Party. Frivolous challenges, and those made for an improper  
26 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
27 parties) may expose the Challenging Party to sanctions. Unless the Designating  
28 Party has waived or withdrawn the confidentiality designation, all parties shall



1 continue to afford the material in question the level of protection to which it is  
2 entitled under the Producing Party's designation until the Court rules on the  
3 challenge.

4  
5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed  
7 or produced by another Party or by a Non-Party in connection with this  
8 Action only for prosecuting, defending, or attempting to settle this Action. Such  
9 Protected Material may be disclosed only to the categories of persons and under the  
10 conditions described in this Order. When the Action has been terminated, a  
11 Receiving Party must comply with the provisions of section 13 below (FINAL  
12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a  
14 location and in a secure manner that ensures that access is limited to the persons authorized  
15 under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
17 ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated  
19 "CONFIDENTIAL" only to:

20 (a) The Receiving Party's Outside Counsel of Record in this Action, as  
21 well as employees of said Outside Counsel of Record to whom it is reasonably  
22 necessary to disclose the information for this Action;

23 (b) the officers, directors, and employees (including House Counsel) of  
24 the Receiving Party to whom disclosure is reasonably necessary for this Action;

25 (c) Experts (as defined in this Order) of the Receiving Party to whom  
26 disclosure is reasonably necessary for this Action and who have signed the  
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the court and its personnel;



1 (e) court reporters and their staff;

2 (f) professional jury or trial consultants, mock jurors, and Professional  
3 Vendors to whom disclosure is reasonably necessary for this Action and who have  
4 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (g) the author or recipient of a document containing the information or a  
6 custodian or other person who otherwise possessed or knew the information;

7 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
8 Action to whom disclosure is reasonably necessary provided: (1) The deposing  
9 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
10 they will not be permitted to keep any confidential information unless they  
11 sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
12 otherwise agreed by the Designating Party or ordered by the court. Pages of  
13 transcribed deposition testimony or exhibits to depositions that reveal Protected  
14 Material may be separately bound by the court reporter and may not be disclosed to  
15 anyone except as permitted under this Stipulated Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18  
19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
20 OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation  
22 that compels disclosure of any information or items designated in this Action as  
23 “CONFIDENTIAL,” that Party must:

24 (a) Promptly notify in writing the Designating Party. Such notification  
25 shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or order  
27 to issue in the other litigation that some or all of the material covered by the  
28

1 subpoena or order is subject to this Protective Order. Such notification shall include a copy  
2 of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected.  
5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this  
7 action as “CONFIDENTIAL” before a determination by the court from which the subpoena  
8 or order issued, unless the Party has obtained the Designating Party’s permission. The  
9 Designating Party shall bear the burden and expense of seeking protection in that court of  
10 its confidential material and nothing in these provisions should be construed as authorizing  
11 or encouraging a Receiving Party in this Action to disobey a lawful directive from another  
12 court.

13  
14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a  
17 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
18 produced by Non-Parties in connection with this litigation is protected by the  
19 remedies and relief provided by this Order. Nothing in these provisions should be  
20 construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to  
22 produce a Non-Party’s confidential information in its possession, and the Party is  
23 subject to an agreement with the Non-Party not to produce the Non-Party’s confidential  
24 information, then the Party shall:

25 (1) Promptly notify in writing the Requesting Party and the Non-Party  
26 that some or all of the information requested is subject to a confidentiality  
27 agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the Stipulated  
2 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
3 specific description of the information requested; and

4 (3) make the information requested available for inspection by the  
5 Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court within  
7 14 days of receiving the notice and accompanying information, the Receiving Party  
8 may produce the Non-Party's confidential information responsive to the discovery  
9 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
10 not produce any information in its possession or control that is subject to the  
11 confidentiality agreement with the Non-Party before a determination by the court.  
12 Absent a court order to the contrary, the Non-Party shall bear the burden and  
13 expense of seeking protection in this court of its Protected Material.

14  
15 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
17 Protected Material to any person or in any circumstance not authorized under this  
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
21 persons to whom unauthorized disclosures were made of all the terms of this Order,  
22 and (d) request such person or persons to execute the "Acknowledgment and  
23 Agreement to Be Bound" that is attached hereto as Exhibit A.

24  
25 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
26 PROTECTED MATERIAL

27 When a Producing Party gives notice to Receiving Parties that certain  
28 inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
3 may be established in an e-discovery order that provides for production without  
4 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
5 as the parties reach an agreement on the effect of disclosure of a communication or  
6 information covered by the attorney-client privilege or work product protection, the  
7 parties may incorporate their agreement in the stipulated protective order submitted  
8 to the court.

9  
10 **12. MISCELLANEOUS**

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person  
12 to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
14 Protective Order no Party waives any right it otherwise would have to object to  
15 disclosing or producing any information or item on any ground not addressed in this  
16 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground  
17 to use in evidence of any of the material covered by this Protective Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any  
19 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only  
20 be filed under seal pursuant to a court order authorizing the sealing of the specific Protected  
21 Material at issue. If a Party's request to file Protected Material under seal is denied by the  
22 court, then the Receiving Party may file the information in the public record unless  
23 otherwise instructed by the court.

24  
25 **13. FINAL DISPOSITION**

26 After the final disposition of this Action, as defined in paragraph 4, within 60  
27 days of a written request by the Designating Party, each Receiving Party must return  
28 all Protected Material to the Producing Party or destroy such material. As used in

1 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
2 summaries, and any other format reproducing or capturing any of the Protected  
3 Material. Whether the Protected Material is returned or destroyed, the Receiving  
4 Party must submit a written certification to the Producing Party (and, if not the same  
5 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
6 (by category, where appropriate) all the Protected Material that was returned or  
7 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
8 abstracts, compilations, summaries or any other format reproducing or capturing any  
9 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
10 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
11 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
12 reports, attorney work product, and consultant and expert work product, even if such  
13 materials contain Protected Material. Any such archival copies that contain or  
14 constitute Protected Material remain subject to this Protective Order as set forth in  
15 Section 4 (DURATION).

16 14. Any violation of this Order may be punished by any and all appropriate  
17 measures including, without limitation, contempt proceedings and/or monetary  
18 sanctions.

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20 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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1 DATED: May 28, 2025

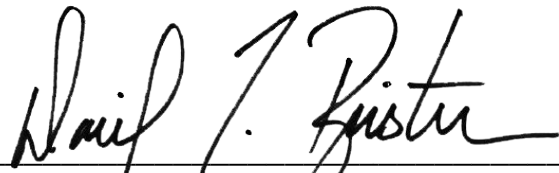
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4 /s/Azucena D. Portillo  
5 Ramin R. Younessi, Esq.  
6 Fumio R. Nakahiro, Esq.  
7 Heather Phillips, Esq.  
8 Azucena D. Portillo, Esq.  
9 Attorneys for Plaintiff  
10 OTTO MONTERROSO

11 DATED: May 28, 2025

12 /s/ Sabrina Beldner  
13 Sabrina A. Beldner  
14 Attorneys for Defendant  
15 MINKA LIGHTING, LLC

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

17 DATED: May 30, 2025

18  
19  
20 

21 The Honorable David T. Bristow  
22 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_[print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on \_\_\_\_\_[date] in the case of *Otto Monterroso v. Minka Lighting, LLC*  
*et al.*, now pending as U.S.D.C. C.D. Cal. Case No. 5:25-cv-00681-SB-DTB. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.  
I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_